

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA

MANSFIELD AT CENTURY VILLAGE  
CONDOMINIUM ASSOCIATION, INC.,

CASE NO.:

Plaintiff,

DIVISION:

v.

MICHAEL RUSSO, SARAH LAVOIE,  
UNKNOWN TENANT IN POSSESSION #1,  
UNKNOWN TENANT IN POSSESSION #2,

Defendants.

\_\_\_\_\_ /

**COMPLAINT FOR FORECLOSURE**

Plaintiff, MANSFIELD AT CENTURY VILLAGE CONDOMINIUM ASSOCIATION,  
INC., by and through its undersigned counsel, hereby sues Defendants and alleges:

1. This is an action to foreclose a Claim of Lien against real property located in Palm Beach County, Florida and for damages and the Court has jurisdiction.

2. Plaintiff, MANSFIELD AT CENTURY VILLAGE CONDOMINIUM ASSOCIATION, INC., is a Florida not-for-profit corporation with its principal place of business located in Palm Beach County Florida.

3. Defendant, MICHAEL RUSSO, is an individual *sui juris* residing and/or doing business in Palm Beach County, Florida.

4. Defendant, SARAH LAVOIE, is an individual *sui juris* residing and/or doing business in Palm Beach County, Florida.

5. The following described property (the "Property") is owned by MICHAEL RUSSO and SARAH LAVOIE:

**Unit No. 104 of Mansfield at Century Village Condominium, a condominium according**

**to the Declaration of Condominium thereof, as recorded in O.R. Book 3264, Page 906, as amended in O.R. Book 3267, Page 1445, to add Phase (Building) "C" and all exhibits and amendments thereof of the Public Records of Palm Beach County, Florida.**

Street Address: **104 Mansfield C, Boca Raton, Florida 33434.**

6. Plaintiff has performed all statutory and contractual conditions precedent to the bringing of this action.

**COUNT I**  
**FORECLOSURE**

7. Plaintiff reallages paragraphs 1 through 6 as if fully set forth herein.

8. Plaintiff is a condominium association, whose purpose is to carry out its responsibilities pursuant to Chapter 718 of the Florida Statutes and its own governing documents, which are recorded in the Public Records of Palm Beach County, Florida.

9. Plaintiff, pursuant to the authority contained in its recorded governing documents, properly authorized and promulgated a budget creating periodic maintenance assessments and/or other special assessments in accordance with the applicable provisions thereof. The relevant provision(s) of Plaintiff's governing documents are attached hereto as Exhibit "A".

10. Plaintiff's governing documents further permit it to charge property owners a late fee for each delinquent installment and interest on each delinquent installment. See Exhibit "A".

11. MICHAEL RUSSO and SARAH LAVOIE failed to timely pay assessments for the Property and the account remains delinquent.

12. The Plaintiff, in accordance with Chapter 718 of the Florida Statutes, on August 15, 2025, mailed to MICHAEL RUSSO and SARAH LAVOIE, by certified mail, return receipt requested, and by first-class United States mail its Notice of Intent to File Lien on the Property. A copy of this Notice of Intent to File Lien letter is attached hereto as Exhibit "B".

13. The Plaintiff, in accordance with Chapter 718 of the Florida Statutes, on October 10, 2025 mailed to MICHAEL RUSSO and SARAH LAVOIE, by certified mail, return receipt requested, and by first-class United States mail its Notice of Intent to Foreclose its Claim of Lien on the Property, along with a copy of the associated Claim of Lien. A copy of this Notice of Intent to Foreclose letter is attached hereto as Exhibit "C".

14. As a result of the failure of MICHAEL RUSSO and SARAH LAVOIE to pay the aforementioned sums within the time provided by the Notice of Intent to File Lien letter, Plaintiff, on October 21, 2025 recorded its Claim of Lien against the Property, a copy of which is attached hereto as Exhibit "D".

15. Said Claim of Lien secured all amounts contained therein, as well as all unpaid assessments, interest, late fees, costs of collection, and attorney's fees accruing subsequent to the date of recordation.

16. The Defendants, UNKNOWN TENANT IN POSSESSION #1 and UNKNOWN TENANT IN POSSESSION #2, whose actual names are unknown to Plaintiff, may claim to have some right or interest in the property sought to be foreclosed herein by virtue of their occupancy of the premises or an existing lease agreement which right or interest, if any, is subordinate, inferior and subject to Plaintiff's Claim of Lien.

17. The Plaintiff has engaged the service of the undersigned attorneys and has agreed to pay them a reasonable fee for their services related to this action. Plaintiff's governing documents and/or Chapter 718 of the Florida Statutes provide that the owner of the Property is responsible for payment of the Plaintiff's reasonable attorneys' fees incurred by Plaintiff incident to the collection of the assessment or enforcement of the lien.

WHEREFORE, Plaintiff requests that this Court enter judgment for its Claim of Lien plus all

regular and special assessments, interest and late fees/administrative fees accruing from the date of the Claim of Lien due to the Plaintiff from MICHAEL RUSSO and SARAH LAVOIE, together with interest, late fees, reasonable attorney's fees, costs, abstract expenses, and all other allowable costs and expenses; and additionally if such sums are not paid within the time set by this Court, that the Property be sold to satisfy the Plaintiff's claim, and, additionally if the proceeds of the sale are insufficient to pay such claim, that a deficiency judgment be entered against MICHAEL RUSSO and SARAH LAVOIE, and that all persons claiming under or MICHAEL RUSSO and SARAH LAVOIE since the filing of the Notice of Lis Pendens be foreclosed, and that this Court grant such other and further relief as it may deem proper.

**COUNT II**  
**DAMAGES**

18. Plaintiff realleges Paragraphs 1 through 11 and Paragraph 17, as incorporated by reference, as if fully set forth herein.

19. This is an action for damages against the owner of the Property to recover delinquent assessments, interest, late fees, costs, and attorney's fees from MICHAEL RUSSO and SARAH LAVOIE.

20. Under Chapter 718 of the Florida Statutes, and under the governing documents attached as an exhibit to this Complaint, Plaintiff is entitled to recover all unpaid assessments, plus interest, late fees, costs, and attorneys' fees incident to the collection of the delinquent assessments that have accrued at the time of rendition of judgment for the Property owned by MICHAEL RUSSO and SARAH LAVOIE.

21. MICHAEL RUSSO and SARAH LAVOIE failed to pay assessments in the amounts described by the Claim of Lien attached as an exhibit hereto, plus accrued interest, late fees, costs, and attorneys' fees incident to the collection of the delinquent assessments. Additional assessments,

interest, late fees, costs, and attorneys' fees have accrued and will accrue from the date of the Claim of Lien.

22. Chapter 718 of the Florida Statutes provides, in pertinent part, that each property owner shall be governed by and shall comply with the provisions of Chapter 718 of the Florida Statutes and the governing documents thereof. Chapter 718 of the Florida Statutes further provides that actions for damages for failure to comply with the provisions of Chapter 718 of the Florida Statutes may be brought by Plaintiff, and that the prevailing party is entitled to recover reasonably attorneys' fees.

WHEREFORE, Plaintiff respectfully requests that the Court award the following relief:

- A. Ascertain the amount of assessments, interest, and late fees that Plaintiff is entitled to recover in this action.
- B. Award to Plaintiff judgment in the amount of all delinquent assessments, interest, and late fees found to be due.
- C. Award to Plaintiff the costs and reasonable attorneys' fees incurred incident to collection of the delinquent assessments.

**DATED** this 5<sup>th</sup> day of December, 2025.

**WASSERSTEIN, P.A.**  
301 Yamato Road  
Suite 2199  
Boca Raton, Florida 33341  
Tel.: (561) 288-3999  
Primary E-Mail: [danw@wassersteinpa.com](mailto:danw@wassersteinpa.com)

By: /s Daniel Wasserstein  
**DANIEL WASSERSTEIN, ESQ.**  
Florida Bar No. 42840

# **EXHIBIT “A”**

NOT A CERTIFIED COPY

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# DECLARATION OF CONDOMINIUM OF

## MANSFIELD AT CENTURY VILLAGE CONDOMINIUM

Century Village West, Inc., a Florida corporation, being the owner of record of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the Survey Exhibit attached hereto as Exhibit 1, which is incorporated herein by reference, does hereby state and declare that the realty described on sheet Five (5) of said Exhibit 1, labeled Building " A ", together with improvements thereon, is submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718 et seq.) and does hereby file this Declaration of Condominium.

### 1. PURPOSE; NAME AND ADDRESS; LEGAL DESCRIPTION; EFFECT.

1.1 PURPOSE. The purpose of this Declaration is to submit the lands and improvements herein described to condominium ownership and use in the manner prescribed by the Laws of the State of Florida.

1.2 NAME AND ADDRESS. The name of this Condominium is as specified in the title of this document. The address shall be the name of the Condominium together with: Century Village, Boca Raton, Florida.

1.3 THE LAND. The real property described on sheet Five (5) of said Exhibit 1, labeled Building " A ", is the Condominium Property hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the exhibits attached hereto. The real property described on the other pages of said Exhibit 1 are not being submitted to condominium ownership by this Declaration, but rather are described in order to meet the requirements of F.S. 718.403 of the Condominium Act and may be added to this Condominium pursuant to the provisions of paragraphs 2.2-2.4 hereof.

1.4 EFFECT. All of the provisions of this Declaration of Condominium and all Exhibits attached hereto shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the Condominium Property and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit as herein defined.

### 2. SURVEY AND DESCRIPTION OF IMPROVEMENTS.

2.1 SURVEY. On sheets 5, 5a and 6 of Exhibit 1 is a survey of the land, graphic description, and plot plans of the improvements constituting the Condominium, identifying the Units, Common Elements and Limited Common Elements, and their respective locations and approximate dimensions. Each Unit is identified on Exhibit 1 by a specific number. No Unit bears the same number as any other Unit. The parking and storage areas are delineated thereon. The percentage of ownership of undivided interests in the Common Elements appurtenant to each Unit is designated on sheet 4 of Exhibit 1.

2.2 PHASING. This Condominium is a phase condominium as provided for in F.S. 718.403. On Exhibit 1, sheets 7 through 32, there are representations and descriptions of the land which may, at Sponsor's sole option, become part of the Condominium and upon which each phase is to be built. Also set forth on Exhibit 1 is the number and general size of the units to be included in each phase and each unit's percentage of Common Elements as each phase is added. Exhibit 1 describes in detail all anticipated phases and the time period within which each phase must be completed and added to this Condominium, if added at all.

Prepared by:  
ROBERT LEE SHAPIRO, ESQ.  
LEVY, PLISCO, PERRY, SHAPIRO, KNEEN & KINGCADE, P.A.  
P.O. Box 2755  
Palm Beach, FL 33480

Record and hold for: J. D. KNEEN, Esq.  
LEVY, PLISCO, PERRY, SHAPIRO,  
KNEEN & KINGCADE, P.A.  
Phone: 655-3751

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COPY

13.17 CONVEYANCE TO ASSOCIATION. In the event, pursuant to the provisions of Paragraph 13.8.b. hereof, the Condominium is not terminated but a building is not to be restored, the payment of any insurance funds to the Unit Owners and/or their Mortgagees of said building on account of casualty to said building, shall be contingent upon such Unit Owners' conveying by Quit-claim Deed, executed in recordable form, all Units in said building to the Association, and further contingent upon the Mortgagees thereof executing Satisfactions of Mortgages, in-recordable form for all mortgages encumbering Units in said building. The share of Common Expenses of said Units conveyed to the Association shall be a Common Expense to be shared by the remaining Unit Owners of the Condominium. Since said remaining Unit Owners will not own 100% of the Common Elements due to the fact that the Association will own the Units of said building which were not restored, and in order to collect said Common Expenses attributable to the Units owned by the Association, there shall be added to the Budget an amount entitled "Common Expenses of Association's Units" which shall be mathematically determined to equal an amount such that when added to the actual expenses and assessments of the Association, the amount to be collected from the remaining Unit Owners according to their percentage of Common Expense equals expenses and assessments.

#### 14. ASSESSMENTS:

14.1 GENERAL AUTHORITY. The Association, through its Board, shall have the power to make, levy and collect regular and special assessments for Common Expenses and such other assessments as are provided for by the Condominium Act, Management Agreement, and the provisions of this Declaration and all other expenses declared by the Directors of the Association to be Common Expenses from time to time. The expenses provided by the Lease Agreement and Master Management Agreement are not common expenses, however the Association shall, wherever possible, assist Century and Master Management Firm in the collection of sums due to each of them by the Unit Owners.

14.2 UNIT OWNER'S GENERAL LIABILITY. All Common Expenses levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentages of the undivided shares in the ownership of the Common Elements unless specifically otherwise provided for herein, without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the Limited Common Elements. Should the Association be the owner of any Unit(s), the assessment, which would otherwise be due and payable to the Association or others by the owner of such Unit(s), shall be a Common Expense as the same relates to the collection of such sums from the Unit Owners to pay the Association's obligations. Sponsor's liability shall be as specified in Paragraph 7 of this Declaration.

14.3 PAYMENT. The assessments of the Association levied against the Unit Owner and his Unit shall be payable in such installments, and at such times, as may be determined by the Board of Directors of the Association.

14.4 EMERGENCIES. If assessments levied are, or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

a. RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses may include therein a sum to be collected and maintained as a reserve fund for replacement of Common Elements for the purpose of enabling Association to replace structural elements and mechanical equipment constituting a part of the Common Elements, as well as the replacement of personal property which may be a portion of the Condominium Property.

b. OPERATING RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Unit Owners or as a result of emergencies.

14.5 SEPARATE PROPERTY. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments may be co-mingled with other monies held by the Association. All assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment

creditor of a Unit Owner. When the owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit the Association shall not be required to account to such owner for any share of the funds or assets of the Association.

14.6 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.8 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged to individuals in the State of Florida. In addition, a late charge of \$25.00, which is acknowledged not to be a penalty, shall be then due and payable. In the event that any Unit Owner is in default in payment of any assessments or installments thereof owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorneys' fees and court costs.

14.7 NO WAIVER. No Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit for which the assessments are made or in any other manner.

14.8 LIEN. The Association is hereby granted a lien upon each Condominium Unit, together with a lien on all tangible personal property located within said Unit (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of all monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Declaration and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien granted to Association may be foreclosed as provided in the Condominium Act (F.S. 718, et. seq.). The lien granted to the Association shall further secure such advances for taxes and payments on account of Institutional Mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected as provided by the Condominium Act, unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association.

14.9 PROVISIO. In the event that any Institutional Mortgagee shall acquire title to any Unit by virtue of either foreclosure of a first mortgage, or a deed in lieu thereof, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to the Condominium Unit or chargeable to the former Unit Owner of the Unit which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Thereafter, except as provided otherwise in the Lease Agreement, all Unit Owners, of any nature, including, without limitation, a purchaser at a judicial sale or Institutional Mortgagee, shall be liable for all assessments, both for Common Expenses or otherwise, coming due while he is the Unit Owner.

14.10 CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit owner, mortgagee or lienor may require the appropriate certificate as set forth in F.S. 718.116(7).

14.11 NO OCCUPANCY UNTIL ASSESSMENTS PAID. In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments of any nature, including unpaid rents (if any) under the Lease Agreement and payments due under the Management Agreements incurred prior to the time of such voluntary conveyance. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of such Unit until such time as all unpaid assessments, including rent due under the Lease Agreement (if any), payments due under the Management Agreement and all court costs and attorneys' fees, if any, incurred by the Association or Century and due and owing by the former Unit Owner, have been paid in full.

14.12 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

14.13 LIENS - MECHANICS. The creation and enforcement of mechanic's and other liens against the Units and Condominium Property, except those created by this Declaration, shall be governed by the provisions of (F.S. 718.121 - Liens) the Condominium Act.

PRELIMINARY COPY

# **EXHIBIT “B”**

NOT A CERTIFIED COPY

# Wasserstein, P.A.

301 Yamato Road, Suite 2199, Boca Raton, Florida 33431 • Phone: 561.288.3999 • Website: www.wassersteinpa.com  
E-mail: Daniel Wasserstein, Esq. - danw@wassersteinpa.com • Renee Renuart, Esq. - reneer@wassersteinpa.com • Michael S. Feldman, Esq. - michael@wassersteinpa.com

August 15, 2025

**Sent Via First-Class U.S. Mail**  
**& Certified Mail, Return Receipt Requested**  
**#9589 0710 5270 1884 3390 54**  
Michael Russo and Sarah Lavoie  
95 Brookside Road  
New Britain, CT 06052

**RE: Mansfield at Century Village  
Condominium Association, Inc.  
104 Mansfield C  
Boca Raton, Florida 33434**

## NOTICE OF INTENT TO RECORD A CLAIM OF LIEN

Dear Michael Russo and Sarah Lavoie:

**Wasserstein, P.A. is a debt collector.** This communication is an attempt to collect a debt and any information obtained as a result of this letter or further communications with this office will be used for the purpose of collection of a debt.

The following amounts are currently due on your account to Mansfield at Century Village Condominium Association, Inc. (the "Association") and must be paid within 45 days after your receipt of this letter.

This letter shall serve as the Association's notice of intent to record a Claim of Lien against your property no sooner than 45 days after your receipt of this letter unless you pay in full the amounts set forth below. However, if you timely dispute the debt we will suspend our efforts to collect it, including the filing of a lien, until this office obtains verification of the debt and a copy of such verification is mailed to you. Please note the total amount due below does not include any future assessments that may come due:

Amount owed as of 4/30/25 is <b>\$0.00.</b>	
Account Balance as of 4/30/25	\$0.00
Amount owed since 4/30/25 is <b>\$2,024.91</b> and broken down as follows:	
Monthly Assessments (4 at \$430.60) beginning 5/1/25 through 8/15/25 with Interest at 18% per year on Monthly Assessments (totaling \$77.51), Late Fees (4 at \$25.00), and Collection Costs (totaling \$125.00)	\$2,024.91
Attorney's Fees	\$275.00
Attorney's Fee for Intent to Lien Letter	\$195.00
Postage Costs	\$22.36
<b>Total Amount Due</b>	<b>\$2,517.27</b>

\* Interest accrues at the rate of 18% per annum.

**PAYMENT MUST BE MADE BY CASHIER'S CHECK, CERTIFIED CHECK OR  
MONEY ORDER MADE PAYABLE TO: "WASSERSTEIN, P.A. TRUST ACCOUNT"  
AND SENT TO THE ABOVE REFERENCED LAW FIRM ADDRESS**

Should you have any questions concerning this matter, you may contact the undersigned at the above referenced phone number. Thank you for your prompt attention to this matter.

WASSERSTEIN, P.A.

  
DANIEL WASSERSTEIN  
For the Firm

cc: Michael Russo and Sarah Lavoie, 104 Mansfield C, Boca Raton, FL 33434, sent via First Class U.S. Mail and Certified Mail, Return Receipt Requested#9589 0710 5270 1884 3390 61

THIS IS AN ATTEMPT TO COLLECT A DEBT.  
ANY AND ALL INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

## How can you dispute the debt?

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- **Call or write to us by September 24, 2025, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by September 24, 2025,** we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents.

## What else can you do?

---

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by **September 24, 2025,** we must stop collection until we send you that information. You may use the form below or write to us without the form.
- **Go to [www.cfpb.gov/debt-collection](http://www.cfpb.gov/debt-collection) to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.

## Mail this form to:

Wasserstein, P.A.  
301 Yamato Road, Suite 2199  
Boca Raton, Florida 33431

Michael Russo and Sarah Lavoie  
95 Brookside Road  
New Britain, CT 06052

Michael Russo and Sarah Lavoie  
104 Mansfield C  
Boca Raton, FL 33434

## How do you want to respond?

---

Check all that apply:

I want to dispute the debt because I think:

- This is not my debt.
- The amount is wrong.
- Other (please describe on reverse or attach additional information).

I want you to send me the name and address of the original creditor.

I enclosed this amount: \$

Make your check payable to Wasserstein, P.A. Trust Account.

# **EXHIBIT “C”**

NOT A CERTIFIED COPY

# Wasserstein, P.A.

301 Yamato Road, Suite 2199, Boca Raton, Florida 33431 • Phone: 561.288.3999 • Website: www.wassersteinpa.com  
E-mail: Daniel Wasserstein, Esq. - danw@wassersteinpa.com • Renee Renuart, Esq. - reneer@wassersteinpa.com • Michael S. Feldman, Esq. - michael@wassersteinpa.com

October 10, 2025

**Sent Via First-Class U.S. Mail  
& Certified Mail, Return Receipt Requested**  
**#9589 0710 5270 2798 1280 00**  
Michael Russo and Sarah Lavoie  
95 Brookside Road  
New Britain, CT 06052

**RE: Mansfield at Century Village  
Condominium Association, Inc.  
104 Mansfield C  
Boca Raton, Florida 33434**

## DELINQUENT ASSESSMENT

Amount owed as of 4/30/25 is <b>\$0.00</b> .	
Account Balance as of 4/30/25	\$0.00
Amount owed since 4/30/25 is <b>\$2,936.95</b> and broken down as follows:	
Monthly Assessments (6 at \$430.60) beginning 5/1/25 through 10/10/25 with Interest at 18% per year on Monthly Assessments (totaling \$103.35), Late Fees (5 at \$25.00), and Collection Costs (totaling \$125.00)	\$2,936.95
Attorney's Fees	\$930.00
Cost for Recording Claim of Lien	\$10.60
Postage Costs	\$44.72
<b>Total Amount Due</b>	<b>\$3,922.27</b>

Dear Michael Russo and Sarah Lavoie:

**Wasserstein, P.A. is a debt collector.** This communication is an attempt to collect a debt and any information obtained as a result of this letter or further communications with this office will be used for the purpose of collection of a debt.

Wasserstein, P.A. represents Mansfield at Century Village Condominium Association, Inc. (the "Association"). This letter is to inform you a Claim of Lien has been filed against your property because you have not paid the assessments identified above to the Association. The Association intends to foreclose the lien and collect the unpaid amount within 45 days of this letter being provided to you.

You owe the interest accruing from May 2025 to the present. As of the date of this letter, the total amount due with interest is \$3,922.27. All costs of any action and interest from this day forward will also be charged to your account.

Any questions concerning this matter should be directed to Daniel Wasserstein, Esq., 301 Yamato Road, Suite 2199, Boca Raton, Florida 33431 (561) 288-3999.

Enclosed please find a copy of the Claim of Lien that was sent to be recorded against the above referenced property as a result of your failure to pay assessments. The Claim of Lien contains amounts due to the Association as of the date it was signed, and further secures all amounts that may subsequently come due.

**PAYMENT MUST BE MADE BY CASHIER'S CHECK, CERTIFIED CHECK OR  
MONEY ORDER MADE PAYABLE TO: "WASSERSTEIN, P.A. TRUST ACCOUNT"  
AND SENT TO THE ABOVE REFERENCED LAW FIRM ADDRESS**

Should you have any questions concerning this matter, you may contact the undersigned at the above referenced phone number. Thank you for your prompt attention to this matter.

WASSERSTEIN, P.A.  
  
DANIEL WASSERSTEIN  
For the Firm

cc: Michael Russo and Sarah Lavoie, 104 Mansfield C, Boca Raton, FL 33434, sent via First Class U.S. Mail and Certified Mail, Return Receipt Requested#9589 0710 5270 2798 1280 17

THIS IS AN ATTEMPT TO COLLECT A DEBT.  
ANY AND ALL INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

# **EXHIBIT “D”**

NOT A CERTIFIED COPY

**THIS INSTRUMENT PREPARED BY:**  
 Daniel Wasserstein, Esq.  
 WASSERSTEIN, P.A.  
 301 Yamato Road, Suite 2199  
 Boca Raton, Florida 33431

**CLAIM OF LIEN**

**KNOW ALL MEN BY THESE PRESENTS THAT:** Mansfield at Century Village Condominium Association, Inc., a Florida not-for-profit corporation, whose mailing address is First Service Residential, 9045 La Fontana Blvd, Suite 219, Boca Raton, FL 33434, claims this lien against the following property:

Unit No. 104 of Mansfield at Century Village Condominium, a condominium according to the Declaration of Condominium thereof, as recorded in O.R. Book 3264, Page 906, as amended in O.R. Book 3267, Page 1445, to add Phase (Building) "C" and all exhibits and amendments thereof of the Public Records of Palm Beach County, Florida.

Street Address: 104 Mansfield C, Boca Raton, Florida 33434.

Record title to such property is currently held by Michael Russo and Sarah Lavoie.

The total amount due to the Association is \$3,922.27, as follows:

Amount owed as of 4/30/25 is \$0.00.	
Account Balance as of 4/30/25	\$0.00
Amount owed since 4/30/25 is \$2,936.95 and broken down as follows:	
Monthly Assessments (6 at \$430.60) beginning 5/1/25 through 10/10/25 with Interest at 18% per year on	\$2,936.95
Monthly Assessments (totaling \$103.35), Late Fees (5 at \$25.00), and Collection Costs (totaling \$125.00)	
Attorney's Fees	\$930.00
Cost for Recording Claim of Lien	\$10.60
Postage Costs	\$44.72

This Claim of Lien shall also secure all unpaid assessments, interest, late fees (if any), reasonable costs and attorney's fees that are due and that may accrue subsequent to the recording of this Claim of Lien and through the entry of a final judgment.

The total amount due and owing to the Association as referenced in this Claim of Lien remains outstanding as of October 10, 2025.

Dated this 10<sup>th</sup> day of October, 2025.

Mansfield at Century Village Condominium Association, Inc.

By:

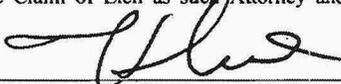
  
 Daniel Wasserstein, Esq.,  
 Attorney and Agent of the Association

STATE OF FLORIDA                    )  
   ) SS  
 COUNTY OF PALM BEACH            )

**BEFORE ME**, the undersigned authority, personally appeared Daniel Wasserstein, Esq., as Attorney and Agent of Mansfield at Century Village Condominium Association, Inc. who is personally known to me, and who acknowledged before me by means of physical presence, this 10<sup>th</sup> day of October, 2025, that he executed the above Claim of Lien as such Attorney and Agent of said corporation, and that the same is the free act and deed of said corporation.

My Commission Expires:

/s/

  
 Print Name: Tania Polanco  
 NOTARY PUBLIC, State of Florida



**TANIA POLANCO**  
 Commission # HH 232048  
 Expires February 22, 2026